



**SDMS Doc ID 2043146**

2043146

1 THOMAS L. SANSONETTI  
 2 Assistant Attorney General  
 3 United States Department of Justice  
 4 Environment and Natural Resources Division

5 KARL J. FINGERHOOD  
 6 CHRISTY L. KING  
 7 Environmental Enforcement Section  
 8 Environment and Natural Resources Division  
 9 United States Department of Justice  
 10 P.O. Box 7611  
 11 Washington, D.C. 20044-7611

12 Telephone: (202) 514-7519  
 13 (202) 514-1707

14 Facsimile: (202) 514-2583

15 DEBRA W. YANG  
 16 United States Attorney  
 17 Central District of California

18 SUZETTE CLOVER  
 19 Assistant United States Attorney  
 20 California State Bar # 89066  
 21 Room 7516, Federal Building  
 22 300 North Los Angeles Street  
 23 Los Angeles, California 90012  
 24 Telephone: (213) 894-2442  
 25 Facsimile: (213) 894-7819

26 Attorneys for the United States of America

27 ADDITIONAL COUNSEL LISTED ON NEXT PAGE

28 **UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

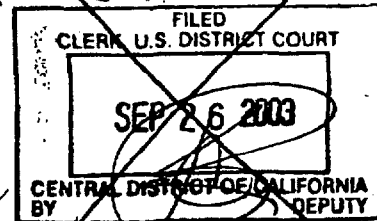
CITY OF LONG BEACH,  
 CALIFORNIA

RELATED THIRD PARTY  
 ACTION

NO. CV 01-08790 PA (RCx)

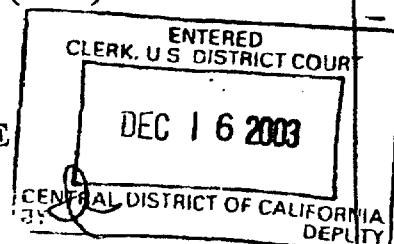
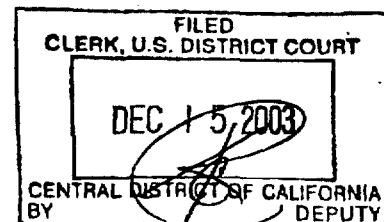
CONSENT DECREE

THIS CONSTITUTES NOTICE OF ENTRY  
 AS REQUIRED BY FRCP, RULE 77(d).



☒ Priority  
☒ Send  
☒ Clsd  
☒ Enter  
☒ JS-5/JS-6  
☒ JS-2/JS-3

☒ Priority  
☒ Send  
☒ Enter  
☒ Closed  
☒ JS-5/JS-6  
☒ JS-2/JS-3  
☒ Scan Only



88

1 SHERRI M. KIRK (State Bar No. 085804)

2 THE KIRK LAW FIRM

3 455 Capitol Mall, Suite 605

4 Sacramento, CA 95825-6744

5 Telephone: (916) 609-1400

6 Facsimile: (916) 609-1409

7 ROBERT E. SHANNON, City Attorney

8 LISA PESKAY MALMSTEN (State Bar No. 120006)

9 Deputy City Attorney

10 CITY OF LONG BEACH, CALIFORNIA

11 333 West Ocean Boulevard

12 Long Beach, CA 90802

13 Telephone: (562) 570-2200

14 Facsimile: (562) 436-1579

15 Attorneys for Defendant

16 CITY OF LONG BEACH, CALIFORNIA

SCANNED

## TABLE OF CONTENTS

1			
2	I.	BACKGROUND .....	1
3	II.	JURISDICTION .....	1
4	III.	PARTIES BOUND .....	2
5	IV.	DEFINITIONS .....	2
6	V.	PAYMENT OF RESPONSE COSTS .....	4
7	VI.	FAILURE TO COMPLY WITH CONSENT DECREE .....	4
8	VII.	COVENANT NOT TO SUE BY PLAINTIFF .....	6
9	VIII.	RESERVATIONS OF RIGHTS BY UNITED STATES .....	7
10	IX.	COVENANT NOT TO SUE BY SETTLING DEFENDANT .....	8
11	X.	EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION .....	10
12	XI.	RETENTION OF RECORDS .....	11
13	XII.	NOTICES AND SUBMISSIONS .....	12
14	XIII.	RETENTION OF JURISDICTION .....	14
15	XIV.	INTEGRATION .....	14
16	XV.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT .....	14
17	XVI.	SIGNATORIES/SERVICE .....	15
18	XVII.	FINAL JUDGMENT .....	16
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

SCANNED

## **I. BACKGROUND**

1  
2  
3 A. The United States of America ("United States"), on behalf of the Administrator  
4 of the United States Environmental Protection Agency ("EPA"), filed a complaint in this  
5 matter pursuant to Section 107 of the Comprehensive Environmental Response,  
6 Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"),  
7 seeking reimbursement of response costs incurred or to be incurred for response actions  
8 taken at or in connection with the release or threatened release of hazardous substances  
9 at the Enviropur West Corporation Site, in Signal Hill, California ("the Site").  
10

11 B. The defendant, City of Long Beach, ("Settling Defendant") does not admit any  
12 liability to Plaintiff arising out of the transactions or occurrences alleged in the  
13 complaint.  
14

15 C. The United States and Settling Defendant agree, and this Court by entering this  
16 Consent Decree finds, that this Consent Decree has been negotiated by the Parties in  
17 good faith, that settlement of this matter will avoid prolonged and complicated litigation  
18 between the Parties, and that this Consent Decree is fair, reasonable, and in the public  
19 interest.  
20

21 THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,  
22 ADJUDGED, AND DECREED:  
23

## **II. JURISDICTION**

24  
25  
26 1. This Court has jurisdiction over the subject matter of this action pursuant to 28  
27 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal  
28 jurisdiction over Settling Defendant. Settling Defendant waives all objections and

1 defenses that they may have to jurisdiction of the Court or to venue in this District.  
2 Settling Defendant shall not challenge the terms of this Consent Decree or this Court's  
3 jurisdiction to enter and enforce this Consent Decree.

### 4 5 **III. PARTIES BOUND**

6  
7 2. This Consent Decree is binding upon the United States, and upon Settling  
8 Defendant and its successors and assigns. Any change in legal status, including but not  
9 limited to, any transfer of assets or real or personal property, shall in no way alter the  
10 status or responsibilities of Settling Defendant under this Consent Decree.

### 11 12 **IV. DEFINITIONS**

13  
14 3. Unless otherwise expressly provided herein, terms used in this Consent Decree  
15 that are defined in CERCLA or in regulations promulgated under CERCLA shall have  
16 the meanings assigned to them in CERCLA or in such regulations. Whenever terms  
17 listed below are used in this Consent Decree or in any appendix attached hereto, the  
18 following definitions shall apply:

19  
20 a. "CERCLA" shall mean the Comprehensive Environmental Response,  
21 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

22  
23 b. "Day" shall mean a calendar day. In computing any period of time under  
24 this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal  
25 holiday, the period shall run until the close of business of the next working day.

26  
27 c. "DOJ" shall mean the United States Department of Justice and any  
28 successor departments, agencies or instrumentalities of the United States.

1 d. "EPA" shall mean the United States Environmental Protection Agency  
2 and any successor departments, agencies or instrumentalities of the United States.

3  
4 e. "EPA Hazardous Substance Superfund" shall mean the Hazardous  
5 Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

6  
7 f. "Interest" shall mean interest at the rate specified for interest on  
8 investments of the EPA Hazardous Substance Superfund established by 26 U.S.C.  
9 § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C.  
10 § 9607(a). The applicable rate of interest shall be the rate in effect at the time the  
11 interest accrues. The rate of interest is subject to change on October 1 of each year.

12  
13 g. "Paragraph" shall mean a portion of this Consent Decree identified by an  
14 Arabic numeral or an upper or lower case letter.

15  
16 h. "Parties" shall mean the United States and Settling Defendant.

17  
18 i. "Past Response Costs" shall mean all costs, including but not limited to  
19 direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection  
20 with the Site through the date this Consent Decree is lodged with the Court, plus accrued  
21 Interest on all such costs through such date.

22  
23 j. "Plaintiff" shall mean the United States.

24  
25 k. "Section" shall mean a portion of this Consent Decree identified by a  
26 Roman numeral.

27  
28 l. "Settling Defendant" shall mean the City of Long Beach, California.

1  
2 m. "Site" shall mean the Enviropur West Corporation Superfund site,  
3 located at 1835 East 29<sup>th</sup> Street, Signal Hill, California.  
4

5 n. "United States" shall mean the United States of America, including its  
6 departments, agencies and instrumentalities.  
7

8 **V. PAYMENT OF RESPONSE COSTS**  
9

10 4. Payment of Past Response Costs to EPA. Within 30 days of entry of this  
11 Consent Decree, Settling Defendant shall pay to the EPA \$290,000.  
12

13 5. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the  
14 U.S. Department of Justice account in accordance with EFT instructions provided to  
15 Settling Defendant by the Financial Litigation Unit of the U.S. Attorney's Office in the  
16 Central District of California following lodging of the Consent Decree.  
17

18 6. At the time of payment, Settling Defendant shall also send notice that payment  
19 has been made to EPA and DOJ in accordance with Section XII (Notices and  
20 Submissions). Such notice shall reference the EPA Region and Site/Spill Identification  
21 Number 09-DF, DOJ case number 90-11-3-1656/2, and the civil action number.  
22

23 7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the  
24 EPA Hazardous Substance Superfund.  
25

26 **VI. FAILURE TO COMPLY WITH CONSENT DECREE**  
27

28 8. Interest on Late Payments. If the Settling Defendant fails to make any payment



1 under Paragraph 4 (Payment of Response Costs) by the required due date, Interest shall  
2 continue to accrue on the unpaid balance through the date of payment.

3  
4 9. Stipulated Penalty.

5  
6 a. If any amounts due under Paragraph 4 are not paid by the required date,  
7 Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as  
8 a stipulated penalty, in addition to the Interest required by Paragraph 8, \$ 500 per day  
9 that such payment is late.

10  
11 b. Stipulated penalties are due and payable within 30 days of the date  
12 of the demand for payment of the penalties by EPA. All payments to EPA under  
13 this Paragraph shall be identified as "stipulated penalties" and shall be made by  
14 certified or cashier's check made payable to "EPA Hazardous Substance  
15 Superfund." The check, or a letter accompanying the check, shall reference the  
16 name and address of the party making the payment, the Site name, the EPA Region  
17 and Site Spill ID Number 09-DF, DOJ Case Number 90-11-3-1656/2, and the civil  
18 action number. Settling Defendant shall send the check (and any accompanying  
19 letter) to:

20  
21 EPA Superfund  
22 Superfund Accounting Branch  
23 P.O. Box 360863M  
Pittsburgh, PA 15251

24 c. At the time of each payment, Settling Defendant shall also send  
25 notice that payment has been made to EPA and DOJ in accordance with Section  
26 XII (Notices and Submissions). Such notice shall reference the EPA Region and  
27 Site/Spill ID Number 09-DF, DOJ Case Number 90-11-3-1656/2, and the civil  
28 action number.

1 d. Penalties shall accrue as provided in this Paragraph regardless of  
2 whether EPA has notified Settling Defendant of the violation or made a demand for  
3 payment, but need only be paid upon demand. All penalties shall begin to accrue  
4 on the day after payment is due and shall continue to accrue through the date of  
5 payment. Nothing herein shall prevent the simultaneous accrual of separate  
6 penalties for separate violations of this Consent Decree.

7  
8 10. If the United States brings an action to enforce this Consent Decree,  
9 Settling Defendant shall reimburse the United States for all costs of such action,  
10 including but not limited to costs of attorney time.

11  
12 11. Payments made under this Section shall be in addition to any other  
13 remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure  
14 to comply with the requirements of this Consent Decree.

15  
16 12. Notwithstanding any other provision of this Section, the United States  
17 may, in its unreviewable discretion, waive payment of any portion of the stipulated  
18 penalties that have accrued pursuant to this Consent Decree. Payment of stipulated  
19 penalties shall not excuse Settling Defendant from payment as required by Section  
20 V or from performance of any other requirements of this Consent Decree.

21  
22 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

23  
24 13. Covenant Not to Sue by United States. Except as specifically provided in  
25 Section VIII (Reservation of Rights by United States), the United States covenants  
26 not to sue or to take administrative action against Settling Defendant pursuant to  
27 Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs.  
28 This covenant not to sue shall take effect upon receipt by EPA of all payments

1 required by Section V, Paragraph 4 (Payment of Response Costs) and any amount  
2 due under Section VI (Failure to Comply with Consent Decree). This covenant not  
3 to sue is conditioned upon the satisfactory performance by Settling Defendant of its  
4 obligations under this Consent Decree. This covenant not to sue extends only to  
5 Settling Defendant and does not extend to any other person.

SCANNED

6  
7 **VIII. RESERVATIONS OF RIGHTS BY UNITED STATES**  
8

9 14. The United States reserves, and this Consent Decree is without prejudice  
10 to, all rights against Settling Defendant with respect to all matters not expressly  
11 included within the Covenant Not to Sue by Plaintiff in Paragraph 13.  
12 Notwithstanding any other provision of this Consent Decree, the United States  
13 reserves all rights against Settling Defendant with respect to:

14  
15 a. liability for failure of Settling Defendant to meet a requirement of  
16 this Consent Decree;

17  
18 b. liability for costs incurred or to be incurred by the United States that  
19 are not within the definition of Past Response Costs;

20  
21 c. liability for injunctive relief or administrative order enforcement  
22 under Section 106 of CERCLA, 42 U.S.C. § 9606;

23  
24 d. criminal liability; and

25  
26 e. liability for damages for injury to, destruction of, or loss of natural  
27 resources, and for the costs of any natural resource damage assessments.  
28

SCANNED

**IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

15. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

17. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendant

1 with respect to the Site is based solely on having arranged for disposal or treatment,  
2 or for transport for disposal or treatment, of hazardous substances at the Site, or  
3 having accepted for transport for disposal or treatment of hazardous substances at  
4 the Site, if all or part of the disposal, treatment, or transport occurred before April 1,  
5 2001, and the total amount of material containing hazardous substances contributed  
6 by such person to the Site was less than 110 gallons of liquid materials or 200  
7 pounds of solid materials.

8  
9 18. The waiver in Paragraph 17 shall not apply with respect to any defense,  
10 claim, or cause of action that Settling Defendant may have against any person  
11 meeting the above criteria if such person asserts a claim or cause of action relating  
12 to the Site against Settling Defendant. This waiver also shall not apply to any claim  
13 or cause of action against any person meeting the above criteria if EPA determines:

14  
15 a. that such person has failed to comply with any EPA requests for  
16 information or administrative subpoenas issued pursuant to Section 104(e) or 122(e)  
17 of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste  
18 Disposal Act (also known as the Resource Conservation and Recovery Act or  
19 "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or  
20 inaction, the performance of a response action or natural resource restoration with  
21 respect to the Site, or has been convicted of a criminal violation for the conduct to  
22 which this waiver would apply and that conviction has not been vitiated on appeal  
23 or otherwise; or

24  
25 b. that the materials containing hazardous substances contributed to  
26 the Site by such person have contributed significantly, or could contribute  
27 significantly, either individually or in the aggregate, to the cost of response action or  
28 natural resource restoration at the Site.

1           **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

2  
3           19. Except as provided in Paragraph 17, nothing in this Consent Decree shall  
4 be construed to create any rights in, or grant any cause of action to, any person not a  
5 Party to this Consent Decree. Except as provided in Paragraph 17, the Parties  
6 expressly reserve any and all rights (including, but not limited to, any right to  
7 contribution), defenses, claims, demands, and causes of action that they may have  
8 with respect to any matter, transaction, or occurrence relating in any way to the Site  
9 against any person not a Party hereto.

10  
11           20. The Parties agree, and by entering this Consent Decree this Court finds,  
12 that Settling Defendant is entitled, as of the date of entry of this Consent Decree, to  
13 protection from contribution actions or claims as provided by Section 113(f)(2) of  
14 CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree.  
15 The "matters addressed" in this Consent Decree are Past Response Costs.

16  
17           21. Settling Defendant agrees that, with respect to any suit or claim for  
18 contribution brought by it for matters related to this Consent Decree, it will notify  
19 EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or  
20 claim. Settling Defendant also agrees that, with respect to any suit or claim for  
21 contribution brought against it for matters related to this Consent Decree, it will  
22 notify EPA and DOJ in writing within 10 days of service of the complaint or claim  
23 upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days of  
24 service or receipt of any Motion for Summary Judgment, and within 10 days of  
25 receipt of any order from a court setting a case for trial, for matters related to this  
26 Consent Decree.

1 22. In any subsequent administrative or judicial proceeding initiated by the  
2 United States for injunctive relief, recovery of response costs, or other relief relating  
3 to the Site, Settling Defendant shall not assert, and may not maintain, any defense or  
4 claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue  
5 preclusion, claim-splitting, or other defenses based upon any contention that the  
6 claims raised by the United States in the subsequent proceeding were or should have  
7 been brought in the instant case; provided, however, that nothing in this Paragraph  
8 affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section  
9 VII.

#### 10 11 **XI. RETENTION OF RECORDS**

12  
13 23. Until 10 years after the entry of this Consent Decree, Settling Defendant  
14 shall preserve and retain all records, reports, or information (hereinafter referred to  
15 as "records") now in its possession or control, or which come into its possession or  
16 control, that relate in any manner to response actions taken at the Site or the liability  
17 of any person under CERCLA with respect to the Site, regardless of any State or  
18 Municipal retention policy to the contrary.

19  
20 24. After the conclusion of the 10-year document retention period in the  
21 preceding paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days  
22 prior to the destruction of any such records, and, upon request by EPA or DOJ,  
23 Settling Defendant shall deliver any such records to EPA. Settling Defendant may  
24 assert that certain records are privileged under the attorney-client privilege or any  
25 other privilege recognized by federal law. If Settling Defendant asserts such a  
26 privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2)

1 the date of the record; 3) the name, title, affiliation (e.g., company or firm), and  
2 address of the author of the record; 4) the name and title of each addressee and  
3 recipient; 5) a description of the subject of the record; and 6) the privilege asserted.  
4 If a claim of privilege applies only to a portion of a record, the record shall be  
5 provided to Plaintiff in redacted form to mask the privileged information only.  
6 Settling Defendant shall retain all records that it claims to be privileged until the  
7 United States has had a reasonable opportunity to dispute the privilege claim and  
8 any such dispute has been resolved in the Settling Defendant's favor. However, no  
9 records created or generated pursuant to the requirements of this or any other  
10 settlement with the EPA pertaining to the Site shall be withheld on the grounds that  
11 they are privileged.  
12

13 25. Settling Defendant hereby certifies that, to the best of its knowledge and  
14 belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or  
15 otherwise disposed of any records, reports, or information relating to its potential  
16 liability regarding the Site since notification of potential liability by the United  
17 States or the filing of suit against it regarding the Site and that it has fully complied  
18 with any and all EPA requests for information pursuant to Sections 104(e) and  
19 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA,  
20 42 U.S.C. § 6927.  
21

## 22 **XII. NOTICES AND SUBMISSIONS**

23

24 26. Whenever, under the terms of this Consent Decree, notice is required to  
25 be given or a document is required to be sent by one party to another, it shall be  
26 directed to the individuals at the addresses specified below, unless those individuals  
27  
28



1 or their successors give notice of a change to the other Party in writing. Written  
2 notice as specified herein shall constitute complete satisfaction of any written notice  
3 requirement of the Consent Decree with respect to the United States, EPA, DOJ, and  
4 Settling Defendant, respectively.

5  
6 As to the United States:

7 United States Attorney's Office  
8 Central District of California, Civil Division  
9 Room 7516, Federal Building  
300 North Los Angeles Street  
Los Angeles, California 90012

10 As to DOJ:

11 Chief, Environmental Enforcement Section  
12 Environment and Natural Resources Division  
13 U.S. Department of Justice (DJ # 90-11-3-1656/2)  
P.O. Box 7611  
Washington, D.C. 20044-7611

14 As to EPA:

15 Ann Chan, Esq.  
16 United States Environmental Protection Agency  
17 Office of Regional Counsel, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105

18 Richard Martyn  
19 United States Environmental Protection Agency  
20 Superfund Division, Emergency Response Office, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105

21  
22 As to Settling Defendant:

23 City Manager  
24 City of Long Beach  
333 West Ocean Boulevard, 13<sup>th</sup> Floor  
Long Beach, CA 90802

1 City Attorney  
2 City of Long Beach  
3 333 West Ocean Boulevard, 11<sup>th</sup> Floor  
4 Long Beach, CA 90802

5 **XIII. RETENTION OF JURISDICTION**

6 27. This Court shall retain jurisdiction over this matter for the purpose of  
7 interpreting and enforcing the terms of this Consent Decree.

8 **XIV. INTEGRATION**

9  
10 28. This Consent Decree constitutes the final, complete and exclusive  
11 agreement and understanding with the Defendant with respect to the settlement  
12 embodied in this Consent Decree. The Parties acknowledge that there are no  
13 representations, agreements or understandings relating to the settlement other than  
14 those expressly contained in this Consent Decree.

15  
16 **XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

17  
18 29. This Consent Decree shall be lodged with the Court for a period of not  
19 less than 30 days for public notice and comment. The United States reserves the  
20 right to withdraw or withhold its consent if the comments regarding the Consent  
21 Decree disclose facts or considerations which indicate that this Consent Decree is  
22 inappropriate, improper, or inadequate. Settling Defendant consents to the entry of  
23 this Consent Decree without further notice.

24  
25 30. If for any reason this Court should decline to approve this Consent  
26 Decree in the form presented, this agreement is voidable at the sole discretion of any  
27

1 party and the terms of the agreement may not be used as evidence in any litigation  
2 between the Parties.

3  
4 **XVI. SIGNATORIES/SERVICE**

5  
6 31. The undersigned representative of the Settling Defendant to this Consent  
7 Decree and the Chief/Deputy Chief, Environmental Enforcement Section,  
8 Environment and Natural Resources Division of the United States Department of  
9 Justice certifies that he or she is authorized to enter into the terms and conditions of  
10 this Consent Decree and to execute and bind legally such Party to this document.

11  
12 32. Settling Defendant hereby agrees not to oppose entry of this Consent  
13 Decree by this Court or to challenge any provision of this Consent Decree, unless  
14 the United States has notified Settling Defendant in writing that it no longer  
15 supports entry of the Consent Decree.

16  
17 33. Settling Defendant shall identify, on the attached signature page, the  
18 name and address of an agent who is authorized to accept service of process by mail  
19 on its behalf with respect to all matters arising under or relating to this Consent  
20 Decree. Settling Defendant hereby agrees to accept service in that manner and to  
21 waive the formal service requirements set forth in Rule 4 of the Federal Rules of  
22 Civil Procedure and any applicable local rules of this Court, including but not  
23 limited to, service of a summons.

CONFIDENTIAL

SO ORDERED THIS 15<sup>th</sup> DAY OF December, 2003.


PERCY ANDERSON, Judge  
United States District Court

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of  
2 United States v. City of Long Beach, California, CV 01-8790PA(RCx), relating to  
3 the Enviropur West Corporation Superfund Site.

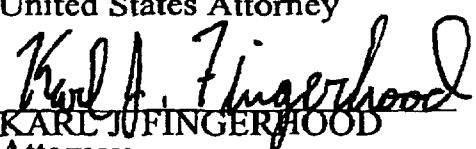
SCANNED

4  
5  
6 FOR THE UNITED STATES OF AMERICA


7  
8  
9 Date: 7/16/03

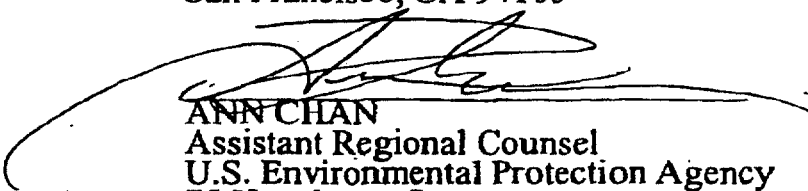
  
10 W. BENJAMIN FISHEROW  
11 Deputy Chief,  
12 Environmental Enforcement Section  
13 Environment and Natural Resources Division  
14 U.S. Department of Justice  
15 Washington, D.C. 20530

16 DEBRA W. YANG  
17 United States Attorney

  
18 KARL J. FINGERHOOD  
19 Attorney  
20 Environmental Enforcement Section  
21 Environment and Natural Resources Division  
22 U.S. Department of Justice  
23 P.O. Box 7611  
24 Washington, DC 20044-7611  
25  
26  
27  
28

SCANNED

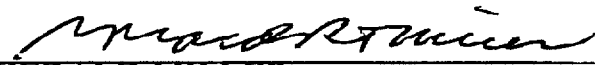
  
KEITH TAKATA  
Director, Superfund Division  
U.S. Environmental Protection Agency  
75 Hawthorne Street  
San Francisco, CA 94105

  
ANN CHAN  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
75 Hawthorne Street  
San Francisco, CA 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of  
2 United States v. City of Long Beach, California, CV 01-8790PA(RCx), relating to  
3 the Enviropur West Corporation Superfund Site.

4 FOR DEFENDANT CITY OF LONG BEACH

5 Date: \_\_\_\_\_

  
6 GERALD MILLER  
7 City Manager  
8 City of Long Beach  
333 West Ocean Boulevard, 13<sup>th</sup> Floor  
Long Beach, CA 90802

9 Approved as to Form:

10  
11 6/19/03

  
12 Deputy CITY ATTORNEY